

Annex 2 – Non-Disclosure Agreement (NDA)

Non-Disclosure Agreement (NDA)

Our Ref: CWS.....

Date: **Procurement Unit CWS Africa**

Church World Service & Witness

P.O. Box 14176-00800

Nairobi, Kenya.

Dear Sir,

RE: CONFIDENTIALITY & NON-DISCLOSURE UNDERTAKING.

We refer to the above matter and to the Request for Proposal (RFP) for the provision of
(Reference Number.....)

We acknowledge that during the course of provision of services, we shall have access to and be entrusted with confidential information. In this letter, Confidential Information shall mean, all information or material that has or could have commercial value or other utility in the business or prospective business of Church World Service & Witness. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the Church World Service & Witness whether or not such information is identified as Confidential Information by Church World Service & Witness.

In consideration of you making Confidential Information available to us, we hereby irrevocably and unconditionally undertake to you:

1. That we shall hold in confidence any and all Confidential Information disclosed, and further agree not to disclose Confidential Information to third parties or to otherwise use Confidential Information, except with the express written consent from yourselves or as permitted under paragraph 3 below.
2. That we shall use the Confidential Information solely for the provision of services and not for any other purpose.
3. That this undertaking shall not prohibit disclosure of Confidential Information;

3.1. To our **Staff/Partners/Directors/Agents** who need to know such Confidential Information to assist with the Implementation. To this end, we shall endeavor to ensure that such **Staff/Partners/Directors/Agents** have been specifically informed of the confidentiality of the Confidential Information and have agreed to be bound by the terms of this undertaking or have entered into an agreement of similar scope and obligations with ourselves to protect our proprietary and/or the confidential information.

3.2. To the extent that such disclosure is required to be disclosed pursuant to law, court order or any requirement by any regulatory authority. In this regard, we shall promptly give notice to yourselves and provide you with sufficient time to assert any exclusions or privileges that may be available by law.

4. That upon termination of the cooperation between the parties and/or at your request, we hereby agree and undertake to return to yourselves any written information and all materials which contain and/or constitute part of the Confidential Information, and not to keep any copy thereof.
5. That this undertaking shall not apply to Confidential Information which:
 - 5.1. Is in the public domain as of the effective date of this undertaking, or legitimately comes into the public domain through no fault of ours.
 - 5.2. Is demonstrated to have been known to us prior to the date of this undertaking and was not acquired, directly or indirectly, from yourselves or from a third party under a continuing obligation of confidentiality.
 - 5.3. Is demonstrated to have been rightfully received by us after disclosure under this undertaking from a third party who did not require the same to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from yourselves under a continuing obligation of confidentiality.
 - 5.4. Is demonstrated to have been independently developed by our personnel who had no substantive knowledge of any information provided by yourselves.

6. That we acknowledge that the Confidential Information will not form a basis of any contract between ourselves and yourselves.
7. That we warrant that we are acting as Principal in this matter, and not as agent or broker for any person, company or firm.
8. That no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof, nor shall single or partial exercise thereof or the exercise of any other right, power or privilege.
9. That by issuing this undertaking, we shall be deemed not only to have accepted and confirmed the foregoing undertaking, terms and conditions as set forth hereinabove but also to have acknowledged and confirmed that we are solely liable and responsible for full compliance with the said undertaking, terms and conditions.
10. That this Undertaking shall be governed and construed in accordance with the laws of Kenya and any dispute arising from it shall be subject to the jurisdiction of the Kenyan Courts.

Yours Faithfully,

Signed:

(Being duly authorized official to sign on behalf of the Bidder)

Name: _____

Designation: _____

Organization: _____

Date: _____

Successful bidder will be notified via the **Procurement email** (Procurement@CWSAfrica.org).

We are looking forward to receiving your proposal.

Sincerely,

Procurement Unit, CWS Africa

Church World Service & Witness